

Jim Spinner, Esquire  
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Idaho State Bar No. 3417

Attorneys for R. Sam Hopkins, Trustee

U.S. COURTS  
04 JUL -1 PM 4:00  
RECEIVED  
CLERK IDAHO

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In the Matter of:	)	
	)	Case No. 03-41318
LYNN KETTERLING and JEANNE	)	
KETTERLING dba KETTERLING FARMS,	)	<b>APPLICATION TO EMPLOY</b>
	)	<b>REALTOR</b>
Debtors.	)	
	)	

COMES NOW R. Sam Hopkins, Trustee herein, and hereby applies and respectfully represents to the Court as follows:

1. Applicant holds a parcel of real property as an asset of the estate. To market the property, the Trustee seeks approval to employ a realtor to list the real property for sale.

2. That Trustee seeks to retain the services of Jerry Hines of Century 21 Riverside Realty, Burley, Idaho to list the following property for sale:

Approximately 118 acres of farm ground commonly known as 500 West, 425 North, Paul, Minidoka County, Idaho. The property is more particularly describes as Tract

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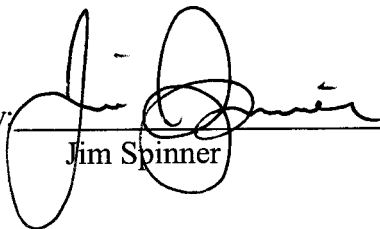
C Less tax 1, section 34, Township 8 South, Range 23 EBM, Minidoka County, Idaho.

3. Applicant proposes a commission of 6% of the selling price as compensation to the realtor. The commission being subject to final review and approved by the Bankruptcy Court prior to payment. Attached hereto is a copy of the Representation agreement between the Trustee and realtor.

WHEREFORE, the Trustee requests leave to employ Jerry Hines as the realtor for the estate to list the above described property.

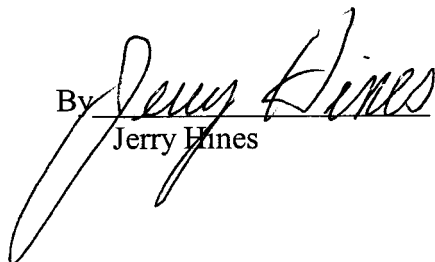
DATED this 1 day of <sup>July</sup>~~June~~, 2004.

SERVICE, SPINNER & GRAY  
Attorneys for R. Sam Hopkins

By  \_\_\_\_\_  
Jim Spinner

CERTIFICATE OF PROSPECTIVE REALTOR

Jerry Hines a realtor with Century 21 Riverside Realty, hereby certifies that he has read the Trustee's Application to Employ Realtor and, upon the undersigned's best information, knowledge and belief, certifies that he does not hold or represent an interest adverse to the above-named bankruptcy estate and does not have existing connections with the Debtors, the creditors, or any other party in interest, or their attorneys and/or accountants.

By  \_\_\_\_\_  
Jerry Hines

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** on the 1 day of <sup>July</sup>~~June~~, 2004, I served a true and correct

copy of the foregoing document as follows:

U.S. Trustee  
304 N 8<sup>th</sup> St, Suite 347  
Boise, ID 83702

☒ U.S. Mail, postage prepaid  
☐ Hand Delivery  
☐ Overnight Mail  
☐ Facsimile

D. Blair Clark, Esq.  
455 S. 3<sup>rd</sup> P.O. Box 2773  
Boise, ID 83701-2773

☒ U.S. Mail, postage prepaid  
☐ Hand Delivery  
☐ Overnight Mail  
☐ Facsimile

By: \_\_\_\_\_

Jim Spinner



# RE-16 EXCLUSIVE SELLER REPRESENTATION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



DATE June 9, 2004

AGENT: Jerry Hines  
Acting as Agent for the Broker

1. SELLER Sam Hopkins Trustee for the Lynn Ketterling Bankruptcy Estate  
retains Jerry Hines Broker of Century 21 Riverside Realty as  
Exclusive SELLER'S Broker to sell, lease, or exchange the property described in Item #2 below, during the term of this  
agreement and on any additional terms hereafter set forth.

2. PROPERTY ADDRESS AND LEGAL DESCRIPTION. The property address and the complete legal description of the  
property are as set forth below.

Address 500 West, 425 North  
County Minidoka City Paul Zip 83347  
Legal Description Tract C Less tax 1, Section 34, Township 8 South, Range 23 EBM.  
Approximately 118 acres

or ☐ Legal Description Attached as addendum #                     . (Addendum must accompany original listing)

3. TERM OF AGREEMENT. The term of this Agreement shall commence on June 9, 2004 and shall  
expire at 11:59 p.m. on February 9, 2005 unless renewed or extended. If the SELLER accepts an offer to purchase  
or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

4. PRICE. SELLER agrees to sell the property for a total price of \$ 209,900.00

5. ACCEPTABLE TERM. (Complete all applicable provisions).

FINANCING: ☐ FHA ☐ VA ☒ CONV ☐ IHFA ☐ RD ☐ Exchange  
☒ Cash ☐ Cash to existing loan(s) ☐ Assumption of existing loan(s)

☐ SELLER will carry contract and accept a minimum down payment of \$ N/A and an acceptable  
secured note for the balance to be paid as follows: N/A

Other acceptable terms N/A

Brokers are required by Idaho Real Estate Law to present all written offers.

## 6. BROKERAGE FEE.

(A) If Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange  
the property on the terms stated herein or on any other price and terms agreed to in writing, the SELLER agrees to pay a total  
brokerage fee of ☐ 6 % of the contract or purchase price OR ☐ \$                     . The fee shall be paid in cash at  
closing unless otherwise designated by the Broker in writing.

(B) Further, the brokerage fee is payable if the property or any portion thereof or any interest therein is, directly or indirectly,  
sold, exchanged or optioned or agreed to be sold, exchanged or optioned within 30 days following expiration of  
the term hereof to any person who has examined, been introduced to or been shown the property during the term hereof.

(C) If SELLER, upon termination of this Agreement, enters into an Exclusive Right to Sell Agreement to market said property  
with another Broker, then the time period specified above in Section 6B, shall not apply and will be of no further force or effect.

7. ADDITIONAL FEES: None

8. INCLUDED ITEMS. SELLER agrees to leave with the premises all attached floor coverings, attached television antennae  
satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm  
doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water  
heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and  
"drop in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water  
and water rights, and any and all, if any, ditches and ditch rights appurtenant thereto that are now on or used in connection with  
the premises shall be included in the sale unless otherwise provided herein. Also included: Irrigation pump,  
electrical panel, buried mainline, and five wheelines

X SELLER'S Initials [Signature] Date 6/13/04

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PROPERTY ADDRESS: 500 West, 425 North Paul  
 9. EXCLUDED ITEMS. 118 beet share acres are available for purchase at a price agreeable  
between buyer and seller, but are not included in farm purchase.

10. TITLE AND EXISTING ENCUMBRANCES. Title to the property is to be conveyed by Warranty Deed unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual executing this Agreement warrant and represents that said individual either owns the property or has full power and right to enter into this Agreement and to sell and convey the property on behalf of the SELLER and that to the best of said individual's knowledge the property is in compliance with all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the property except:

None

The SELLER agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by the following liens:

☐ 1st Mortgage ☐ 2nd Mortgage ☐ Home Equity Loan ☐ Other N/A  
 Loan payments ☐ are ☐ are not current; loan ☐ is ☐ is not assumable. If loan is assumable, BUYER ☐ will ☐ will not be required to qualify and ☐ will ☐ will not release SELLER'S liability.

SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds to satisfy such recapture or penalty.

11. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS) Mini-Cassia MLS  
 By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker to offer to cooperate with and compensate other Brokers, and to submit a Property Data Sheet and any authorized changes to MLS as required in the Rules and Regulations of the above MLS. SELLER understands and agrees that any MLS information regarding the above property will be made available to BUYER'S Agents and/or Dual Agents. SELLER acknowledges that it has been explained that any sales price information compiled as a result of this Agreement may be provided to the County Assessor's office. SELLER agrees that any such disclosure is permissible.

#### 12. LOCKBOX AUTHORIZATION.

By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the property shall be placed on any building located on the property. SELLER authorizes MLS Keyholders to enter said property to inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.

#### 13. ADVERTISING AUTHORIZATION.

SELLER ☒ does ☐ does not agree to allow Broker to advertise said property in print media.  
 SELLER ☒ does ☐ does not agree to allow Broker to advertise said property in internet advertising media.  
 SELLER ☒ does ☐ does not agree to allow Broker to advertise said property in other advertising media.  
 SELLER ☒ does ☐ does not agree to allow Broker to place the Broker's sign on above property.

14. DUTIES TO A CLIENT. The brokerage and affiliated licensees representing a SELLER are agents of the Client and owe the following duties as set forth in Idaho Code, Section 54-2087: 1. To perform the terms of the written agreement with the client; 2. To exercise reasonable skill and care; 3. To promote the best interests of the client in good faith, honesty and fair dealing including, but not limited to: (a) disclosing to the client all adverse material facts actually known or which reasonably should have been known by the licensee; (b) seeking a buyer to purchase the seller's property at a price, and under terms and conditions acceptable to the seller and assisting in the negotiation therefore; (c) or where mutually agreed upon by the parties in a separate signed written agreement, requesting reasonable proof of a prospective buyer's financial ability to purchase the real property which is the subject matter of the transaction. When such requests had been agreed to in writing, this duty may be satisfied by any appropriate method suitable to the transaction or, when deemed necessary by the real estate licensee, by advising the client to consult with an accountant, lawyer, or other professional as dictated by the transaction. 4) A duty of confidentiality which may continue after the end of the representation, 5) properly account for money or property in care of the brokerage.

X SELLER'S Initials (Signature) ( ) 6/15/04 Date

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PROPERTY ADDRESS: 500 West, 425 North

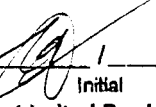
Paul

15. **CONSENT TO LIMITED DUAL REPRESENTATION.** The undersigned (SELLER) has received, has read and understands the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned understand that the brokerage involved in this transaction will be or may be providing agency representation to both the BUYER and SELLER. The undersigned each understand that as agents for both BUYER and SELLER, the brokerage(s) will be limited dual agents and cannot legally disclose to either party certain confidential information concerning price negotiations, terms or factors motivating the BUYER to buy or the SELLER to sell without specific written permission of the disclosing party. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned each understand that a limited dual agent does not have a duty of undivided loyalty to either Client. THE UNDERSIGNED FURTHER UNDERSTANDS THAT ALL PARTIES (BUYER AND SELLER) MUST GIVE THEIR EXPRESS WRITTEN CONSENT FOR THE BROKERAGE TO ACT AS A LIMITED DUAL AGENT REGARDING ANY SPECIFIC TRANSACTION OR PROPERTY.

SELLER ☒ does ☐ does not consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agents and/or Limited Dual Agents.

16. **SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES.** SELLER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent for other SELLERS and for BUYERS in the purchase of property. SELLER has been advised and understands that it would create a conflict of interest for Broker to introduce any CLIENT BUYER to SELLER'S property because Broker could not satisfy all its Client duties to both the CLIENT BUYER and the CLIENT SELLER in connection with such a showing or any transaction which resulted.

Based on the understandings acknowledged, SELLER makes the following election: (Make one selection only)

 / Initial SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S property and hereby agrees to relieve Broker of conflicting agency duties including the duty to disclose confidential information known to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the BUYER and SELLER in the introduction of BUYER to such SELLER Client's property and in the preparation of any contract of sale which may result. It is agreed that the SELLER shall be notified by Broker whenever a BUYER Client of Broker desires to see SELLER'S property.

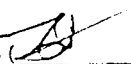
Initial / SELLER does not want Broker to introduce interested BUYER Clients to Client SELLER'S property and hereby releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no obligation or duty to introduce the BUYER to any Client SELLER'S property.

17. **SELLER'S PROPERTY DISCLOSURE FORM.** If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) days after execution of a Purchase and Sale Agreement provide to BUYER "SELLER'S Property Disclosure Form" and BUYER shall have three (3) business days from receipt of the disclosure report to rescind the offer. BUYER rescission must be based on an objection to a disclosure made in the SELLER'S Property Disclosure Form.

18. **LEAD BASED PAINT DISCLOSURE.** SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based paint hazards in the event property is a defined "Target Housing" under Federal Regulations. Said property ☐ is ☒ is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledgment Form provided to me and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards, if any.

19. **DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the property and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any such offer.

20. **NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing or sale of the property on the basis of race, color, religion, sex, handicap, familial status or national origin.

X SELLER'S Initials  ( ) 6/1/04 Date

PROPERTY ADDRESS: 500 West, 425 North

Paul

21. INFORMATION WARRANTY. SELLER warrants that all information provided by the SELLER herein and hereafter will be true and correct.

22. TRANSACTION RELATED SERVICES DISCLAIMER. In order to finalize the sale of the above referenced property, it may be necessary for the SELLER to employ the services of independent professionals to accomplish those tasks required to close the transaction. The Broker or their agents may, during the course of the transaction, identify individuals or entities who perform services including but not limited to the following: home inspection, service contracts, appraisals, environmental assessment inspection, code compliance inspection, title insurance, closing and escrow services, loans and refinancing services, construction and repair, legal and accounting services, and/or surveyors. The SELLER understands that the identification of service providers is solely for SELLER convenience and that the Broker or their agents are not guaranteeing or assuring that the service provider will perform its duties in accordance with the SELLER expectations. SELLER have the right to make arrangements with any entity SELLER chooses to provide these services. SELLER hereby release and hold harmless the Broker and their agents from any claims by the SELLER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with SELLER expectations.

23. GENERAL PROVISIONS. In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefits of their heirs, personal representatives, successors and assigns.

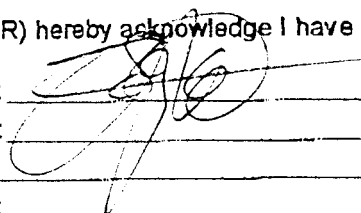
24. SINGULAR AND PLURAL terms each include the other, when appropriate.

25. FACSIMILE TRANSMISSION. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

26. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. OTHER TERMS AND CONDITIONS: Property is available for rent for 2004 crop year. Call listing office for details. Sale, lease or rent of property, and commission are subject to Bankruptcy Court Approval.

I (SELLER) hereby acknowledge I have received and fully understand a complete copy of this Agreement.

SELLER:  Phone: \_\_\_\_\_ Date: 6/15/04

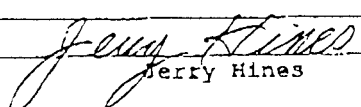
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

SELLER: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Accepted:  Date 6-9-2004  
(Broker) Jerry Hines

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Agent) Jerry Hines

Phone: 208-878-2121 E-mail: jjhines01@yahoo.com Fax: 208-878-2122

THE PROVISIONS CONTAINED ON PAGES ONE, TWO AND THREE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

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Company: Century21 Riverside

Provided by: Jerry Hines

S/N: PCFS-06456

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